APPENDIX DIRECT

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APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)

1.   **INTRODUCTION**

1.1   This Appendix sets forth terms and conditions for electronic access to the Directory Assistant database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.

1.1.1   Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.

1.2   Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH.**

1.3   The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2.   **DEFINITIONS**

2.1   **"Automated Message According (AMA)"** – Billing detail recordings in the switch.

2.2   **"Call Processing Data Link - (CPDL)"** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3   **"Data Terminating Equipment (DTE)"** - A terminal attached to a data network as an End User node.

2.4   **"Nortel Digital Multiplexing Switch (DMS 200)"** - DMS performs base call processing functions and supports service capabilities.

2.5   **"IBM RISC 6000 Processor"** – The IBM platform that enables database search capabilities.

2.6   **"Nortel Directory One (D1)"** - D1 offers directory search applications built on a standard operating software environment.

2.7   **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 **"Electronic White Pages (EWP)"** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 **"Nortel Interactive Voice System (IVS)"** - Peripheral off the switch that provides interactive audio.

2.10 **"Nortel Multi Purpose Position (MP, MPX or MPX-IWS)"** - Operator Workstations.

2.11 **"Non-Published Number (NP)"** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 **"Operator Service Center (OSC)"** - Physical location of the Operators/workstations.

2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-13STATE** DA Operator.

2.14 **"Nortel Queue Management System (QMS)"** - Supports up to 255 unique queues on calls to operator positions.

2.15 **"Nortel Traffic Operating Position System (TOPS)"** - Performs base call processing functions and support service capabilities.

2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.

2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows **SPRINT** access to **SBC-13STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to **SPRINT's** End User. This service shall allow **SPRINT** to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-13STATE** will provide **SPRINT** nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, **SPRINT** may receive Direct Access from **SBC-13STATE**'s host switches via a **SPRINT** Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type

with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the **SPRINT** switch may provide auto and offer DACC.

4.   RESPONSIBILITIES OF SBC-13STATE

4.1   **SBC-13STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to **SPRINT** for all **SBC-13STATE** listings.

4.2   **SBC-13STATE** shall provide DA listings to **SPRINT** from its current DA records and in accordance with **SBC-13STATE**'s methods, practices, and procedures.

4.3   **SBC-13STATE** shall provide **SPRINT** access to the same listing information that is available to its own operators.

4.4   **SBC-13STATE** shall maintain the same level of system performance for **SPRINT** as it provides to itself.

5.   RESPONSIBILITIES OF SPRINT

5.1   **SPRINT** shall submit requests for Direct Access in writing to **SBC-13STATE**. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.

5.2   When **SPRINT** utilizes a switch other than those specified in TR-BX.25, **SPRINT** must obtain CPDL/D1 certification of their switch from NORTEL. **SPRINT** shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but **SPRINT** will be responsible for Engineering, Furnish and Installation charges.

5.2.1   **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6.   RESPONSIBILITIES OF BOTH PARTIES

6.1   **SPRINT** providing the circuit between **SPRINT's** office and **SBC-13STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by **SPRINT.**

6.2   Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-13STATE**, and **SPRINT**

will reimburse **SBC-13STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. **SPRINT** also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 **SBC-13STATE** shall bill through the appropriate **SBC-13STATE** regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 **SPRINT** is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of **SBC-13STATE**. **SPRINT** shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall **SPRINT** authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon **SPRINT's** request, and pursuant to the terms and conditions herein, **SBC-13STATE** will set rates and other appropriate criteria for provision of Direct Access to **SPRINT** pursuant to the BFR process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 **SPRINT** shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time **SPRINT** orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 **SPRINT** shall pay a monthly recurring charge for Direct Access Database Service that provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, **SPRINT** shall pay a Direct Access Per Search charge for each **SPRINT** subscriber listing search queried from **SBC-13STATE**'s listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.